

STATEMENT OF INTENT

SALE & LOT NUMBER: _____

ACKNOWLEDGEMENT:

The Bidder represents and warrants that the ultimate destination, use, and disposition of the property shall be in accordance with this Statement of Intent and/or Statement of Acknowledgement as submitted and approved by the Contracting Officer. Any unauthorized disposition of the property by a sub-purchaser or sub-receiver of the property shall be the responsibility of such sub-purchaser or sub-receiver and, where at fault, of the original buyer from the United States. The trade control actions required will be applied to all items included in the original sale. Resale breakdowns of such sales will still be subject to the same control requirements applicable to the original sale. The Standard Form 114C, June 1997 and the Special Requirements and Conditions are included by reference.

Misuse of these items to compromise national security and/or to create or disseminate biological warfare agents is illegal. Further, the re-sale and/or exportation of certain technological items to countries subject to trade security controls is prohibited. You may be subject to prosecution if these items are used for illegal activity. Reference Online Special Terms and Conditions "Export Restriction Notice."

Further, the Bidder agrees to all of the following sales terms:

General Sales Terms:

- Abide by all portions of this Statement of Intent and Sales terms and conditions or risk being in default of the contract.
- Provide a acceptable Credit Card, Cashier's Check or Money Order(s) in the amount of \$10,000 as a bid deposit and a signed copy of this Statement of Intent prior to being able to place a bid. Once this Statement and the deposit are received, the bidder will receive a Bid Button. (Bid deposits for un-successful bidders will be returned within 3 business days.)
- If successful, the bidder agrees to provide a completed copy of the attached Performance Bond (Standard Form 25) along with balance of payment due within 10 business days of the award.
- If successful, the bidder is required to remove the HMB-1 and the ex-SEA SHADOW within 30 days after contract award.
- The HMB-1 and the ex-SEA SHADOW shall not be separated prior to removal from Navy custody.
- All work is required to be performed in accordance with applicable Federal, State, and Local laws and regulations.

The Ex- SEA SHADOW Sales Terms:

- The Successful Bidder agrees to **completely dismantle and scrap all portions of the ex-SEA SHADOW.** This includes the removal from the vessel without replacement of all hull, inner bottom, bulkhead, deck and deckhouse material, as well as all decks, longitudinal, webs, girders, and other framing. The term "hull" means the framework of the vessel, including decks, deck houses, tanks, inside and outside plating, and bulkhead, but exclusive of machinery, outfitting and equipment. **The term "scrap" means to reduce the property such that it has no value except for its basic material content.** Final dismantlement and mutilation of the ex-SEA SHADOW shall be performed in such a manner that no considerable part of the ex-SEA SHADOW is left intact or undisturbed to the extent that it can be reconstructed or readily identified as an existing portion of the original hull or structure. The ex-SEA SHADOW shall be disposed of by **complete dismantlement and scrapping within the U.S.A.** The buyer may scrap or sell any machinery, outfitting, or equipment as reusable items. Upon completion of dismantlement and scrapping of the ex-SEA SHADOW, there is no timeframe or requirement for disposal or sale of scrap material or reusable items.
- **Scraping shall be accomplished by melting, cutting, tearing, crushing, or breaking the item or component such that no resultant piece has a dimension exceeding five (5) feet.**

- The buyer shall specify on this Statement the location where the ex-SEA SHADOW will be dismantled and scrapped.
- The Successful Bidder agrees to allow the government access to the location where the ex-SEA SHADOW will be dismantled and scrapped for full time on-site contract surveillance, including performance monitoring, reporting, and photographing of process.
- If the Successful Bidder intends to subcontract the dismantlement and scrapping of the ex-SEA SHADOW, complete information if the Subcontractor(s) must be provided on this Statement prior to placing a bid. Additionally, the Subcontractor must agree to all of the terms of the sale in writing by signing and dating this Statement.
- The Successful Bidder (and/or any Subcontractor(s) must agree not to remove the ex-SEA SHADOW or any portions of it which exceed five (5) feet from the continental United States.
- The Successful Bidder is required to complete the dismantlement and scrapping of the ex-SEA SHADOW within six (6) months after contract award.
- If the Successful Bidder fails to comply with the terms of this sale after removal from the Navy's custody, the Performance Bond will be enacted and the Bidder must agree to allow the listed company to complete the required work on their location. This work must be completed within three (3) months of the Bond being enacted.
- The buyer may retain proceeds resulting from the sale of scrap and reusable items.
- The Successful Bidder shall provide written certification of dismantlement and scrapping completion.

HMB-1 Sale terms:

- The HMB-1 may be converted for commercial reuse or scrapped.

BIDDER INFORMATION

a. NAME OF BIDDER: _____

b. TAX IDENTIFICATION NUMBER (TIN): _____

c. BIDDER'S ADDRESS: _____

d. TELEPHONE NUMBER _____

e. PLEASE LIST BUSINESS OR OTHER NAMES USED BY THE PRINCIPAL BIDDER: _____

NATURE OF BUSINESS:

- ☐ (1) BROKER, MARKETER, RETAILER or WHOLESALER
- ☐ (2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY
- ☐ (3) OTHER (Specify)

SPECIFIC USAGE FOR THE EX-SEA SHADOW:

AS A PURCHASER, I WILL:

- ☐ (1) RESELL ITEM(S): _____
- ☐ (2) USE ITEM AS INTENDED: _____
- ☐ (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: _____
- ☐ (4) RE-REFINE/REPROCESS ITEM (S) _____
- ☐ (5) OTHER (Specify Item) _____

SPECIFIC USAGE FOR THE EX-HMB-1:

AS A PURCHASER, I WILL:

- ☐ (1) RESELL ITEM(S): _____
- ☐ (2) USE ITEM AS INTENDED: _____
- ☐ (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: _____
- ☐ (4) RE-REFINE/REPROCESS ITEM (S) _____
- ☐ (5) OTHER (Specify Item) _____

SUB-CONTRACTOR INFORMATION

a. NAME OF SUB-CONTRACTOR:

b. TAX IDENTIFICATION NUMBER (TIN):

c. SUB-CONTRACTOR'S ADDRESS:

d. TELEPHONE NUMBER

e. PLEASE LIST BUSINESS OR OTHER NAMES USED BY THE SUB-CONTRACTOR:

CERTIFICATION:

I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT.

Signature of Official Bidder

Date of Signing

Signature of Sub-Contractor (if applicable)

Date of Signing